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8 *Attorneys for Plaintiff,*
9 *Thomas Collins*

10
11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE DISTRICT OF ARIZONA

13 Thomas Collins,

Case No.: 15-CV

14 Plaintiff,

15 vs.

COMPLAINT

16 Trans Union, LLC,
17 a Delaware limited liability company;
18 Equifax Information Services, LLC,
19 a Georgia corporation; and
20 Citizens Financial Group, Inc., d/b/a
21 CCO Mortgage,
22 a foreign corporation,

JURY TRIAL DEMANDED

23 Defendants.
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1 NOW COMES THE PLAINTIFF, THOMAS COLLINS, BY AND
2 THROUGH COUNSEL, TRINETTE G. KENT, and for his Complaint against the
3 Defendants, pleads as follows:
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5 **JURISDICTION**

- 6
7 1. Jurisdiction of this court arises under 15 U.S.C. §1681p.
8 2. This is an action brought by a consumer for violation of the Fair Credit
9 Reporting Act (15 U.S.C. §1681, *et seq.* [hereinafter “FCRA”]).
10

11 **VENUE**

- 12 3. The transactions and occurrences which give rise to this action occurred in the
13 City of Scottsdale, Maricopa County, Arizona.
14 4. Venue is proper in the District of Arizona, Phoenix Division.
15

16 **PARTIES**

- 17 5. The Defendants to this lawsuit are:
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19 a. Equifax Information Services, LLC (“Equifax”), which is a Georgia
20 company that maintains a registered agent in Maricopa County, Arizona;
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22 b. Trans Union, LLC, (“Trans Union”), which is an Delaware company that
23 maintains a registered agent in Maricopa County, Arizona; and
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1 c. Citizens Financial Group, Inc. d/b/a CCO Mortgage (“CCO”), which is a
2 foreign company that, upon information and belief, maintains offices in
3 Pennsylvania.
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6 **GENERAL ALLEGATIONS**

- 7 6. CCO has misreported its trade line with account number 293890031****
8 (“Errant Trade Line”) on Plaintiff’s Equifax and Trans Union credit files with
9 an erroneous balance of \$61,901.00 and past due balance of \$23,177.00. In
10 addition, CCO has reported the Errant Trade Line with erroneous “charged-off”
11 language. The Errant Trade Line relates to Plaintiff’s second mortgage.
12
13 7. In 2012, Plaintiff’s property, which is the subject of the Errant Trade Line, was
14 foreclosed upon in Arizona. Under Arizona’s Anti-Deficiency Law, Plaintiff
15 does not owe any balance on this trade line.
16
17 8. On or about January 17, 2013, Plaintiff’s foreclosed property was sold via
18 public auction.
19
20 9. In approximately April or May 2015, Mr. Collins obtained his Trans Union and
21 Experian credit files and discovered the Errant Trade Line.
22
23 10. In June 2015, Mr. Collins submitted a letter to Trans Union and Equifax,
24 disputing the balance, past due amount, and “charged-off” language on the
25 Errant Trade Line.
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1 11. Upon information and belief, Defendants Trans Union and Equifax forwarded
2 Mr. Collins' dispute to Defendant CCO.

3
4 12. On or about July 2, 2015, Mr. Collins received Trans Union's investigation
5 results, which showed that CCO retained the balance, past due amount, and
6 "charged-off" language on the Errant Trade Line.
7

8 13. On or about July 2, 2015, Mr. Collins received Equifax's results of the
9 investigation, which also showed that CCO retained the balance, past due
10 amount, and "charged-off" language on the Errant Trade Line.
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13 **COUNT I**

14 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**
15 **BY CCO**

16 14. Plaintiff re-alleges the above paragraphs as if recited verbatim.

17 15. After being informed by Equifax and Trans Union of the Plaintiff's consumer
18 dispute regarding the Errant Trade Line, CCO negligently failed to conduct a
19 proper reinvestigation of the Plaintiff's disputes as required by 15 USC 1681s-
20 2(b).
21

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23 16. CCO negligently failed to review all relevant information available to it and
24 provided by each credit reporting agency in conducting its reinvestigation as
25 required by 15 USC 1681s-2(b). Specifically, it failed to direct Trans Union
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1 and Equifax to remove the balance, past due amount, and “charged-off”
2 language from the Errant Trade Line from Mr. Collins’ consumer credit report.
3

4 17.The Errant Trade Line is inaccurate and creating a misleading impression on
5 Mr. Collins’ consumer credit file with Trans Union and Equifax to which it is
6 reporting such trade line.
7

8 18.As a direct and proximate cause of CCO’s negligent failure to perform its duties
9 under the FCRA, Mr. Collins has suffered damages, mental anguish, suffering,
10 humiliation, and embarrassment.
11

12 19.CCO is liable to Mr. Collins by reason of its violations of the FCRA in an
13 amount to be determined by the trier fact, together with reasonable attorneys’
14 fees pursuant to 15 USC 1681o.
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16 20.Mr. Collins has a private right of action to assert claims against CCO arising
17 under 15 USC 1681s-2(b).
18
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20 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
21 against CCO for damages, costs, interest, and attorneys’ fees.
22

23 **COUNT II**

24 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
25 **CCO MORTGAGE CORP**

26 21.Plaintiff re-alleges the above paragraphs as if recited verbatim.
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1 22. After being informed by Trans Union and Equifax that Mr. Collins disputed the
2 accuracy of the information it was providing, CCO willfully failed to conduct a
3 proper reinvestigation of Mr. Collins' dispute.
4

5 23. CCO willfully failed to review all relevant information available to it and
6 provided by each such credit reporting agency as required by 15 USC 1681s-
7 2(b).
8

9 24. As a direct and proximate cause of CCO's willful failure to perform its
10 respective duties under the FCRA, Mr. Collins has suffered damages, mental
11 anguish, suffering, humiliation, and embarrassment.
12

13 25. CCO is liable to Mr. Collins for either statutory damages or actual damages he
14 has sustained by reason of its violations of the FCRA in an amount to be
15 determined by the trier of fact, together with an award of punitive damages in the
16 amount to be determined by the trier of fact, as well as for reasonable attorneys'
17 fees that he may recover therefore pursuant to 15 USC 1681n.
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21 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
22 against CCO for the greater of statutory or actual damages, plus punitive damages,
23 along with costs, interest, and attorneys' fees.
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COUNT III

**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY
TRANS UNION**

26.Plaintiff re-alleges the above paragraphs as if recited verbatim.

27.Defendant Trans Union prepared, compiled, issued, assembled, transferred,
published, and otherwise reproduced consumer reports regarding Mr. Collins as
that term is defined in 15 USC 1681a.

28.Such reports contained information about Mr. Collins that was false,
misleading, and inaccurate.

29.Trans Union negligently failed to maintain and/or follow reasonable procedures
to assure maximum possible accuracy of the information it reported to one or
more third parties pertaining to Mr. Collins, in violation of 15 USC 1681e(b).

30. After receiving Mr. Collins' consumer dispute to the Errant Trade Line, Trans
Union negligently failed to conduct a reasonable reinvestigation as required by
15 U.S.C. 1681i.

31.As a direct and proximate cause of Trans Union's negligent failure to perform
its duties under the FCRA, Mr. Collins has suffered actual damages, mental
anguish and suffering, humiliation, and embarrassment.

32.Trans Union is liable to Mr. Collins by reason of its violation of the FCRA in an
amount to be determined by the trier fact together with his reasonable attorneys'
fees pursuant to 15 USC 1681o.

1 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
2 against Trans Union for actual damages, costs, interest, and attorneys' fees.
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4 **COUNT IV**

5 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
6 **TRANS UNION**

7 33.Plaintiff re-alleges the above paragraphs as if recited verbatim.

8 34.Defendant Trans Union prepared, compiled, issued, assembled, transferred,
9 published, and otherwise reproduced consumer reports regarding Mr. Collins as
10 that term is defined in 15 USC 1681a.
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12 35.Such reports contained information about Plaintiff that was false, misleading,
13 and inaccurate.
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15 36.Trans Union willfully failed to maintain and/or follow reasonable procedures to
16 assure maximum possible accuracy of the information that it reported to one or
17 more third parties pertaining to Mr. Collins, in violation of 15 USC 1681e(b).
18

19 37. After receiving Mr. Collins' consumer dispute to the Errant Trade Line, Trans
20 Union willfully failed to conduct a reasonable reinvestigation as required by 15
21 U.S.C. 1681i.
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23 38.As a direct and proximate cause of Trans Union's willful failure to perform its
24 duties under the FCRA, Mr. Collins has suffered actual damages, mental
25 anguish and suffering, humiliation, and embarrassment.
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1 39. Trans Union is liable to Mr. Collins by reason of its violations of the FCRA in
2 an amount to be determined by the trier of fact, together with his reasonable
3 attorneys' fees pursuant to 15 USC 1681n.
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6 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a
7 judgment against Defendant Trans Union for the greater of statutory or actual
8 damages, plus punitive damages along with costs, interest, and reasonable attorneys'
9 fees.
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13 **COUNT V**

14 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**
15 **BY EQUIFAX**
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17 40. Plaintiff re-alleges the above paragraphs as if recited verbatim.

18 41. Defendant Equifax prepared, compiled, issued, assembled, transferred,
19 published, and otherwise reproduced consumer reports regarding Mr. Collins as
20 that term is defined in 15 USC 1681a.
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22 42. Such reports contained information about Mr. Collins that was false,
23 misleading, and inaccurate.
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25 43. Equifax negligently failed to maintain and/or follow reasonable procedures to
26 assure maximum possible accuracy of the information it reported to one or
27 more third parties pertaining to Mr. Collins, in violation of 15 USC 1681e(b).
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1 44. After receiving Mr. Collins' consumer dispute to the Errant Trade Line,
2 Equifax negligently failed to conduct a reasonable reinvestigation as required
3 by 15 U.S.C. 1681i.
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5 45. As a direct and proximate cause of Equifax's negligent failure to perform its
6 duties under the FCRA, Mr. Collins has suffered actual damages, mental
7 anguish and suffering, humiliation, and embarrassment.
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9 46. Equifax is liable to Mr. Collins by reason of its violation of the FCRA in an
10 amount to be determined by the trier of fact, together with his reasonable
11 attorneys' fees pursuant to 15 USC 1681o.
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15 **WHEREFORE, PLAINTIFF PRAYS** that the court grant him a judgment
16 against Equifax for actual damages, costs, interest, and attorneys' fees.
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18 **COUNT VI**

19 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**
20 **BY EQUIFAX**

21 47. Plaintiff re-alleges the above paragraphs as if recited verbatim.

22 48. Defendant Equifax prepared, compiled, issued, assembled, transferred,
23 published, and otherwise reproduced consumer reports regarding Mr. Collins as
24 that term is defined in 15 USC 1681a.
25

26 49. Such reports contained information about Mr. Collins that was false,
27 misleading, and inaccurate.
28

1 50. Equifax willfully failed to maintain and/or follow reasonable procedures to
2 assure maximum possible accuracy of the information that it reported to one or
3 more third parties pertaining to Mr. Collins, in violation of 15 USC 1681e(b).
4

5 51. After receiving the Plaintiff's consumer dispute to the Errant Trade Line,
6 Equifax willfully failed to conduct a reasonable reinvestigation as required by
7 15 U.S.C. 1681i.
8

9 52. As a direct and proximate cause of Equifax's willful failure to perform its duties
10 under the FCRA, Mr. Collins has suffered actual damages, mental anguish and
11 suffering, humiliation, and embarrassment.
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13 53. Equifax is liable to Mr. Collins by reason of its violations of the FCRA in an
14 amount to be determined by the trier of fact, together with his reasonable
15 attorneys' fees pursuant to 15 USC 1681n.
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19 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
20 against Defendant Equifax for the greater of statutory or actual damages, plus punitive
21 damages along with costs, interest, and reasonable attorneys' fees.
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24 **JURY DEMAND**
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26 Plaintiff hereby demands a trial by Jury.
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2 DATED: August 17, 2015

KENT LAW OFFICES

3 By: /s/ Trinette G. Kent
4 Trinette G. Kent
5 Attorneys for Plaintiff,
6 Thomas Collins
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